

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

For:

**SECURITY GUARD SERVICES**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **14-016**

Mandatory Pre-bid Conference:

DATE: September 30, 2014 TIME: 10:00 AM

Bids Must be Received Before:

DATE: October 15, 2014 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: October 16, 2014 TIME: 10:00 AM

**TO BE COMPLETED BY VENDOR**

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: \_\_\_\_\_ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : \_\_\_\_\_
- 6) E-MAIL ADDRESS: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**RETURN INVITATION TO BID:**

**REGULAR MAIL**

RETIREMENT SYSTEMS OF ALABAMA  
P.O. BOX 302150  
MONTGOMERY, ALABAMA 36130-2150

**COURIER**

RETIREMENT SYSTEMS OF ALABAMA  
201 SO. UNION STREET, SUITE 574  
MONTGOMERY, ALABAMA 36104-4369

**SIGNATURE AND NOTARIZATION REQUIRED**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed  
before me this**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TYPE / PRINT AUTHORIZED NAME

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TERM EXPIRATION

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
FAX NUMBER

## **SECURITY GUARD SERVICES**

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## INSTRUCTIONS TO BIDDERS

### Examination of Documents

All bidders are cautioned to examine and thoroughly read all specifications, terms and conditions of the Contract Document. Failure of bidders to adequately familiarize themselves with the buildings or with the scope of work required shall in no way relieve or lessen their responsibility to perform services hereunder if awarded a contract.

A bidder's submission of a bid will be deemed a representation and warrant that the bidder is fully informed of and understands and accepts the existing conditions of the Contract Document.

### Mandatory Pre-Bid Conference and Site Inspection

A pre-bid conference and site inspection will be held on **September 30, 2014 at 10:00 A.M.** in the 5<sup>th</sup> floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama. **All bidders are required to attend the mandatory facilities inspections to thoroughly inspect each facility.** These inspections will commence immediately after the pre-bid conference. **Failure to attend both the mandatory pre-bid conference and facilities inspections will result in rejection of your bid.**

If special circumstances require an additional visit, a written request must be sent to the RSA Director of Office Services stating the purpose of the revisit. There is no guarantee that a request for a revisit will be granted.

### Questions for Clarification of Bid Specifications

Any questions and/or requests for clarification of bid specifications, terms and conditions shall be directed to **Edward Davis, Director of Office Services**, and should be submitted in writing by email ([Edward.Davis@rsa-al.gov](mailto:Edward.Davis@rsa-al.gov)) or by fax at 334-517-7905.

The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the Invitation to Bid package provided.

### **Bid Preparation**

Bidders are required to submit three (3) separately bound copies of their bid proposal. Any changes or corrections to a bid response must be initialed. Forms requiring signatures must be signed in ink by the person(s) legally authorized to bind bidder to the contract. Any stipulations, conditions or qualifications made within the bidder's proposal may be cause for rejection.

### **Bid Submittal**

All sealed bids must be received before 5:00 P.M. **October 15, 2014**. A public opening will be held **October 16, 2014 at 10:00 A.M.**, at 201 South Union Street, Suite 517, Montgomery.

All bids must be enclosed in a sealed envelope clearly marked "Bid Enclosed". Each bid shall identify the NAME OF BIDDER, the BID NUMBER and OPENING DATE. Bids not identified may be rejected.

Submit your bid on time. ALL LATE BIDS WILL BE REJECTED. The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or for any other reason.

Bid responses must be completed using ink or typeface and must be signed and notarized. Signatures must be original, hand written.

Bid pricing should be submitted on a pricing sheet(s) in a format consistent with the requested information.

## **State Laws**

All bidders are responsible for compliance with the laws of the State of Alabama.

The Retirement Systems of Alabama is exempt from paying Federal Excise Tax and state and local sales tax. Bidders must offer prices which do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.

## **E-Verify**

Bidders are required to submit a completed and notarized Certificate of Compliance with their bid. The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **Vendor Disclosure**

Bidders are required to submit with their bid a completed "Vendor Disclosure Statement" as required by Act 2001-955.

## **Intent to Award**

The Retirement Systems of Alabama will issue an "Intent to Award" before a final award is made. The "Intent to Award" will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

## **General Requirements**

This contract/bid shall be for providing security guard services at various facilities herein described for the Retirement Systems of Alabama (RSA). This document describes the services and staffing required to provide protection and safety of RSA personnel, tenants, visitors and other persons on RSA properties.

Bidders must complete the attached documents indicating hourly rates related to this contract. The following information must be submitted as part of the bid package:

- Bid cover sheet
- Bid Bond (see 15.0)
- Facilities Inspection Sheet
- Schedule "A" Pricing Sheet
- Schedule "B" Pricing Sheet
- Attachment "B" Company Questionnaire
- Attachment "C" Certificate of Compliance
- Attachment "D" Vendor Disclosure Statement

## **Contract Period**

Bid award will establish a 12-month contract with an option to extend for up to four additional 12-month periods with the same pricing, terms and conditions, if agreed upon in writing by both parties. Each additional 12-month period would begin the day after the previous 12-month period expires. Any extension must have written approval of both the Retirement Systems of Alabama and the contractor no later than 60 days prior to expiration period.

The successful bidder will be expected to commence services as early as 30 days after notice of award.

## **Bid Evaluation**

The Retirement Systems of Alabama will evaluate each proposal based on numerous factors including, but not limited to:

- Bidder's reputation
- Customer Satisfaction Performance Record
- Financial Stability
- General Stability – how long Contractor has been in business in this area and how many years the local owner or manager has been in current position
- Management quality and depth
- Supervisory organization – number of supervisors vs. guards, control over supervisors, and caliber of supervision
- Total Cost

The contract will not be awarded until the necessary investigations of the bidders and the responsiveness of the bids have been made. The award will be made, or all bids rejected, within sixty (60) days after the date set for the bid opening. RSA may request that a bidder personally present their total package to RSA management.

## **Basis of Award**

Award of this contract shall be made to the lowest responsive, responsible bidder who offers the best value to RSA and meets the terms, conditions, and specifications of the ITB. RSA reserves the right to reject any or all bids or part of a bid, and waive informalities, technical defects and minor irregularities in the bids received.

The hourly rate for the services herein described shall be the grounds for the contract award. Hourly rates must be clearly stated in the bid response. These rates shall include:

- Normal hourly rates based upon the specified hours indicated herein

- Supervisor hourly rate
- Guard hourly rate
- Hourly rate for special functions as required by RSA

The costs indicated on Schedule "A" and Schedule "B" of the Guard Service Pricing Sheets, shall include all overhead expenses and constitute the total costs associated with ITB 14-016. No additional charges will be allowed.

## **1.0 Contract Documents**

All terms, agreements and requirements shall be in conformance with the laws and codes of the State of Alabama and the Cities of Montgomery and Mobile.

The services described herein shall be referred to as Security Guard Services (SGS) and refer to the requirements of RSA. The bidder, referred to as Contractor, shall provide all services herein noted and any other services required to be in conformity with local authorities having jurisdiction over such services, equipment or manpower to ensure such conformity.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General of the State of Alabama, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or when appropriate, private mediators.

The terms, conditions and commitments that are contained herein shall not be constituted as a debt of the State of Alabama, per Article 11, Section 213, State of Alabama Constitution, dated 1901, amended by article number 26. Furthermore, it is agreed and understood that if any part or provision of this document should conflict with a State Statute or State of Alabama Constitutional amendment or provision thereof, now



in effect or that which may, during the course of the agreement between RSA and this Contractor, be enacted, that conflicting part or provision of the agreement shall be null and void.

The sole remedy for settlement of any dispute regarding this agreement between RSA and the contractor shall be limited to filing of a claim(s) with the Board of Adjustment for the State of Alabama.

## **2.0 Accreditation/License**

The contractor must hold, in good standing, a license to provide security guard services in the Cities of Montgomery and Mobile, Alabama. The license must be renewable for the entire period of the SGS contract. All Guards must be licensed as required by the Alabama Security Regulatory Board.

**All bidders are required to complete the attached company questionnaire that will be used to conduct a credit and background check on the bidder and corporate officers of the firm.**

The following are minimum qualifications needed to be a qualified bidder:

|                              |   |
|------------------------------|---|
| Number of years in business: | 10 years  |
| Management Staffing:         | 15 Full Time Employees  |
| Field Supervisors:           | 10 Full Time Supervisors  |
| Guards in Service:           | 85 Full Time Guards   |
| Comprehensive Medical Plan:  | Covers ALL Full Time Employees  |
| Minimum Insurance Coverage:  | 15 million dollars General Liability<br>10 million dollars Comprehensive Property |
| Bid Bond                     | \$10,000  |
| Performance Bond             | 25% of Bid Amount   |

### **3.0 Insurance**

The contractor shall secure and make all payments for and, at all times during the duration of this Agreement, maintain through a licensed insurance firm, company or agency, acceptable to RSA, such public, contingent and employer's liability insurance in the amount noted below.

The insurance coverage shall protect the contractor and RSA from any and all claims under workman's compensation and similar employee benefit acts, and any and all claims for property damage or loss thereof, which may be a consequence or a result of the performance of this Agreement.

All liability insurance policies shall name RSA as an additional insured and such certification will be issued directly by the approved licensed insurance agency, firm or company. Certification of premium payment shall be submitted by the contractor to RSA every three months or upon the maturation of the premium.

Comprehensive General Liability Insurance shall be a minimum of \$15,000,000.  
Comprehensive Property Damage Insurance shall be a minimum of \$10,000,000.

Insurance policies shall include automobile(s), including the operation by any and all contractor's staff, with coverage in amounts of at least \$5,000,000. No provision or part of this or any other agreement between RSA and the contractor shall restrict or otherwise limit the liability assumed by the contractor.

### **4.0 Liability/Indemnification**

Contractor shall, to the fullest extent of the law, indemnify and hold harmless RSA, the officers thereof, administrators, employees and agents, from and against any and all claims, damages, losses and costs, including but not limited to attorney's fees, resulting

from or the consequence of the performance of the services under this specification or the agreement or lack thereof. Such obligation shall not be construed to negate, abridge or otherwise diminish any other right or obligation of indemnity, which would otherwise exist to any party or persons described in this text.

Contractor shall hold harmless RSA, the officers thereof, administrators, employees and agents, from and indemnify it and them against all claims, liens and suits for labor and material furnished by the contractor.

## **5.0 Jurisdictional Compliance**

The contractor shall provide staffing, services and equipment that is in full conformity with the local laws and codes of the Cities of Montgomery and Mobile and the State of Alabama.

The contractor shall procure all permits and licenses and pay all taxes and fees that may be required to comply with this specification. Contractor shall also give all notices necessary and incidental to the due and lawful prosecution of these services.

## **6.0 Minimum Qualifications for Supervisors**

The following are the minimum requirements and qualifications for guard supervisors assigned to RSA facilities:

1. High School graduate (GED acceptable)
2. No criminal convictions during the past 20 years (other than minor traffic violations)
3. Supervisors must have at least three years of security experience, be capable of managing a guard staff, handling incidents, and conducting comprehensive investigations.

4. Supervisors shall be dedicated to the RSA facilities and not have other duties for other sites or clients.
5. Supervisors shall have basic knowledge and skills to operate a computer and send and receive emails.
6. RSA reserves the right to accept or reject any Supervisor.

#### **6.0A Alternate Qualifications for Supervisors**

As an alternative, RSA, at their sole discretion, may elect to require Supervisors to meet the following additional qualifications. Contractors should provide alternative pricing on the Price Sheet attached hereto.

1. Supervisors shall be certified or have been previously certified by a recognized Peace Officers Standards and Training Commission (P.O.S.T.) or have obtained a comparable State or Federal training standard certification.
2. Supervisors shall have separated from service from all prior security employment in good standing and/or by honorable discharge.

**Pricing on SCHEDULE "B", ALTERNATE GUARD SERVICE PRICING SHEET should provide an hourly rate for Supervisors who hold this certification.**

#### **6.1 Minimum Qualifications for Guards**

The following Standards of Duty shall be maintained at all times by both guards and supervisors:

1. High School graduate (GED acceptable)
2. No criminal convictions during the past 20 years (other than minor traffic violations)

3. All guards must have a demonstrated ability to write reports, compile incident information, and be able to verbally communicate in a manner that is clearly understood and sufficiently detailed.

## **6.2 Standards of Duty for Guards and Supervisors**

1. Uniforms shall be clean and neat in appearance at all times. A coat and tie will be worn while on duty.
2. Guards and Supervisors must conduct themselves in a courteous professional manner at all times while on RSA property.
3. Profanity of any sort will not be allowed.
4. Guards are to stand and/or sit at their post in a professional manner; leaning against walls or sitting with their head on the desk is not permitted.
5. Off-duty guards shall not congregate in public spaces on RSA property.
6. Guards or Supervisors shall not offer themselves or act as a law enforcement officer to any person at any time while on RSA property.
7. The use of metallic badges or a shield, other than on issued uniforms, is not permitted on RSA property.
8. Absolutely no firearms are permitted on RSA property.
9. The use or possession of handcuffs is not permitted on RSA property.
10. Guards on patrol may not carry any weapon or baton on RSA property.
11. Socializing with other employees, tenants, friends or visitors is not permitted.

## **6.3 Staff Background Investigations**

The Contractor will conduct all background investigations every six months for every guard and supervisor assigned to RSA. Background checks shall include investigation of criminal and public records and shall be submitted to RSA.

## **6.4 Drug Testing**

Five days before commencing work on any RSA property, each guard and security staff shall submit to drug testing. The Contractor shall pay for the cost of the drug testing. An independent, certified laboratory will conduct the testing. Random drug tests will be conducted on every guard every six months or at a time selected by RSA. The certified results of drug tests shall be sent to RSA by the laboratory.

## **6.5 US Citizenship**

All security staff and guards shall be US citizens at the time of hire for work on RSA property. RSA may require, at their discretion, proof of citizenship of any security staff or guard.

## **6.6 E-Verify Requirements**

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a completed and notarized Certificate of Compliance as well a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **6.7 Grounds for Removal from RSA Facilities**

RSA shall remove and refuse admission onto its property any security staff or guard for reasons including, but not limited to, the following:

1. Failure of a drug test
2. Commission of a crime on or off RSA property
3. Conviction of DUI of any substance (illicit drug, prescription drug or alcohol)
4. Watching TV while on duty
5. Falsifying any patrol or report information
6. Carrying any weapon on RSA property
7. Verbal abuse of any tenant, visitor, other guard or RSA employee
8. Working while under the influence of any drug or alcohol
9. Use of any RSA property or services, such as phone, without RSA permission
10. Reckless operations of a motor vehicle on or around RSA property
11. Failure to maintain a professionally groomed uniform and appearance
12. Entering any space or property within RSA for reasons other than assigned duties or investigation purposes
13. Sleeping on post
14. Failure to complete a watch tour or falsification of a watch tour report in any manner

## **6.8 Medically Acceptable**

The Contractor, at their expense, shall have a medical doctor certify guards and supervisors as being fit for work and free of serious medical conditions or any other illness or condition that may inhibit the performance of duties herein described. Guards with a medical disability are acceptable to staff console posts or similar fixed post duties. However, RSA assumes no responsibility to construct or otherwise modify any part of its property to accommodate such persons.

## **6.9 Medical Insurance**

The contractor shall pay for all medical insurance premiums for the security staff and guards who are considered eligible employees for such coverage in accordance with the terms and conditions of the contractor's medical insurance plan.

## **6.10 Guard Review by RSA**

A designated RSA representative shall interview each guard. At the time of the interview the contractor shall make available all background information including; criminal background, civil background, employment application, educational and military documentation and credit information. The RSA representative may accept or reject the prospective guard with or without reason to the contractor.

## **7.0 Work/Services Included**

The contractor shall develop and publish, unique to the site, detailed post orders, patrol orders and general standing orders for operations on RSA property. The contractor shall compile these documents with the approval of RSA. Each guard is to be personally instructed by the supervisor regarding the orders for the assigned post. All guards are to personally walk through each facility and become educated as to the location of the following:

- Fire alarm panels
- Emergency exits
- Emergency phones
- Contact names and numbers
- Fire stairwells
- Basement areas
- Delivery/Freight loading docks
- RSA staff management offices

Each guard will be taken on a complete walking tour of every site, inside of any exterior parking and plaza areas. The walk through will be conducted in such a manner as to educate the guard as to the principle areas of egress and entry, locations where concealed persons may be found, and areas of high usage such as plazas, loading area and parking lot entrances. The RSA representative will outline this tour.



Every guard supervisor shall coordinate with RSA the training of all guards in essential safety skills such as:

- Emergency building evacuation
- Fire alarm response planning
- Medical emergency procedures
- Police response planning

The contractor will be required to participate in any emergency drills RSA may deem necessary during the course of this contract/agreement.

All guards will be trained in dealing with the general public. This training will include directing visitors and giving information to tenants, and skills to use in dealing with individuals who may be sick, incoherent or in distress.

## **7.1 Patrol**

The guards shall conduct patrols of the facilities that are time and route based. The patrol routine and watch tour shall be conducted on a rotational basis and defined by RSA. Each patrol and watch tour *may* be different for each facility. Each RSA Building Manager will review the guard's patrol activity the following morning. The contractor shall provide the documentation for the manager's review in a manner acceptable to the RSA.

Facility patrols will include the use of electronic recording devices to provide RSA with digital patrol records of the guard's watch tour. The recording devices, provided by the contractor, shall be Proximity-Based Guard Tour Verification Systems. The reading device should not have to make contact in order to read the tag. Bids should be based on approximately 500 tags and 20 readers.

## **7.2 Patrol Vehicle**

The contractor shall provide one dedicated utility vehicle, such as a crossover SUV motor vehicle, to patrol RSA properties. The vehicle shall be late model, no older than 2012 year of manufacture, and free of any advertising other than the company name and logo of the contractor. The vehicle shall be free of dents, rust and other defects and painted white or another color approved by RSA. The vehicle will have either a fixed radio receiver/transmitter for communication with the building security staff or a mobile portable radio charger with remote speaker and microphone. The vehicle shall be equipped with a strobe type light bar. Strobe lights shall be amber colored. Red or blue is not permitted.

The patrol vehicle shall be equipped with a stock of at least two all-purpose fire extinguishers (10 lb. or larger), one large, fully-charged Mag style flashlight, a booster pack for assisting employees and tenants in starting their vehicles, and two 1000' rolls of black and yellow plastic barrier tape.

Under no condition shall a patrol vehicle be used to pursue or otherwise engage in the pursuit of or apprehension of any individual.

The vehicle shall be washed at least once a week and maintained in a clean condition at all times. Every tour operator is required to check the critical function of all lights, emergency flashers and brakes.

## **7.3 Schedules/Staffing**

### **Refer to “RSA Schedule of Guard Hours”**

The guards must remain on the RSA property during breaks and be readily available in the event of an emergency. Under no circumstances shall an RSA guard post remain

vacant or unattended at any time. All schedules will be coordinated with the RSA designated representative.

## **8.0 Supervisor Responsibilities**

**Hours of Supervisor patrol services are 24 hours, 7 days a week.**

Supervisors shall act as a liaison with the RSA designated representative and conduct weekly meetings with the representative to assure services are properly provided.

Supervisors are responsible for assuring that proper staffing is ready at the beginning of each shift. In the event of an absent guard, the Supervisor must stand in until the RSA approved substitute arrives. The Supervisor must stay with the replacement guard until such time as the guard is sufficiently familiar with the structure and respective duties.

Supervisors are responsible for assuring all RSA keys and access cards are returned at the end of each shift and remain on the RSA property at all times. Loss of the RSA keys will result in the entire facility(s) being re-cored (lock cylinder replacement) at the contractor's expense.

If requested by RSA, Supervisors will make and issue new or replacement access control cards.

All supervisors are required to complete at least one watch tour in each 30 day period through each building they supervise, commencing with the effective date of this contract.

Supervisors are to confirm building specialty lighting at night is as the schedule indicates. If the lighting is not in accordance with the schedule, the Supervisor is to email the RSA representative immediately. The nightly lighting schedule is issued monthly by RSA.

Each supervisor must document these tours and provide evidence of same to RSA. Supervisors should observe the guards, noting the buildings' layout and the time required to complete patrols. Supervisors should note any defects or liabilities observed in each daily report, which shall be submitted to the RSA designated representative.

Supervisors are required to visit each building three times each shift and perform at least three additional random site inspections to check and report the condition of the site and verify the guards' activities. During emergencies the supervisor will be required to replace a guard in the event the guard is unable to complete a tour. The contractor must provide at least one back-up supervisor in the event of emergency coverage.

At the direction of RSA, Supervisors will oversee the approved RSA vehicle boot policy to include installation and removal of boots (car boots will be provided by RSA) and collection of any fines required as part of the vehicle boot policy and remit to RSA.

## **9.0 Guard Responsibilities**

### Fixed Post and Lobby Desk:

Guards in fixed posts are responsible for monitoring the lobby areas, elevators and messenger deliveries. The guard shall, at a minimum, be responsible for the following:

1. Maintain a logbook to record incidents and other matters noted in this document.
2. Provide information and direction to visitors, tenants and package and freight deliveries.
3. Monitor camera systems and report any suspicious activity near or around the building.
4. Report any life and/or safety emergencies to the RSA representative and assist with access for emergency services.

5. Communicate any building matters, elevator malfunctions, loss of power, etc., to the designated RSA representative.
6. Document all tour activity.
7. Coordinate activity with the Patrol Guard and Supervisor.
8. Respond to telephone calls to desk.
9. Issue visitor badges and maintain log books. Log books will be audited daily and missing or non-returned visitor badges shall be reported the building managers the following morning by 8:00 a.m.

Patrol Tours, Interior: The guard on patrol will conduct the following activities:

1. Patrol all public hallways, alternating from stairwell to stairwell to ensure coverage is thorough and complete.
2. Inspect the roof access points and any and all mechanical room portals.
3. Check office doors for security and inspect any open restrooms.
4. Make certain stairwell doors close properly.
5. Report defective lighting and doors.
6. Inspect and patrol basement areas, door security and perimeter doors.
7. Check mechanical rooms to verify systems are not leaking.

Patrol Tours, Exterior:

1. Walk the building perimeter and check all portals.
2. Verify proper operation of exterior lighting.
3. Inspect exterior parking lots and decks.
4. Report any vehicles left overnight to the RSA staff.
5. Follow designated tour route.
6. Report activation and/or failures to activate specialty building lights and any defective lighting fixtures.
7. Direct all deliveries to the freight docks and service entrances.

## **10.0 Incident Management**

Incidents are described as, *but not limited to*:

- Medical emergency
- Fire
- Criminal act
- Accident, including those not requiring and/or refusing medical assistance
- Elevator breakdown or failure
- Door problems of any sort
- Vehicular accident, damage, theft, etc.
- Loss of power
- Natural damage such as storms, lightning, etc.

All incidents must be fully described and reported to RSA in written format. The initial report may be hand written with one copy to RSA. This document will be submitted within 90 minutes of the incident's completion. The tour supervisor shall co-sign the guard's report. The supervisor shall, within 48 hours, submit to RSA a detailed, type-written report in the attached report format.

### **10.1 Emergency Staffing**

The contractor shall have at least six stand-by security staff members/personnel that meet all RSA requirements and are able to provide immediate emergency coverage should RSA require such services.

## **11.0 Equipment & Essential Material**

Guards and supervisors shall carry the following equipment at all times:

- Radio: Two-way radio with the latest state-of-the art communications hardware capable of communicating for at least 10 miles in the City of Montgomery. The same will be required in the City of Mobile. Acceptable radios are Motorola Saber Series or an approved equal. Radios must be compatible with RSA broadcast frequencies. Contractor must provide three radios for each site.
- Supervisors are to have a Smart phone that is capable of sending and receiving text messages and emails.
- Flashlight: Contractor must provide all guards with a fully-functional 2-cell Mag type flashlight.
- Electronic watch tour system recording device as specified in Section 7.1.
- Reporter's notebook and pen.
- Contractor will be required to furnish 2 computers, one in Montgomery and one in Mobile. RSA will supply the internet connection at the total rate of \$90.00 per month.

### **11.1 Uniform and Related Material**

The contractor shall provide each guard with a uniform consisting of the following:

- Dark blue blazer with a distinctive engraved name badge, including first name or initial and last name, worn on the left side of the blazer (or shirt during summer)
- Light grey pants
- Black, high-gloss shoes with matching black socks
- White shirt with an appropriate matching tie
- Cold weather clothing, rain gear and other protective garments approved by RSA shall be provided for all guards and supervisors. Personal clothing is not permitted.

The blazer should not be worn on RSA property when off duty. The uniform must be clean at all times. Contractor should provide several changes to allow for weekly dry

cleaning at contractor's expense. Pants should be pressed and neat in appearance. The shirt must be changed daily and professionally laundered.

## **12.0 Guard Staff Compensation**

RSA reserves the right to request certified payroll reports on any or all guard staff working on RSA properties. This right includes the right to audit the contractor's fiscal records or books.

Contractor is to provide the following documentation in the bid package, thereby indicating approval of same:

- Staff pay rates at a minimum of **25% above minimum wage**
- Compensated break and mealtime periods

## **13.0 Warranty of Services**

The contractor shall provide the specified services and warrants the performance of their employees. In the event of missing assignment coverage or patrol failures, RSA reserves the right to deduct the time lost from the monthly service costs. Failure of the supervisors to check in during the shifts as described herein will result in a deduction at a rate of four times the hourly guard rate per missing check-in, per shift, per facility.

Dedicated Service: Guard staff and supervisors shall be dedicated to RSA and may not be used for any other purpose without RSA's written permission.

Commitment to Service: The contractor shall be responsible for establishing a dedicated Security Staff to provide coverage to RSA as specified herein. The contractor is responsible for retention of the force.



The contract cannot be assigned or subcontracted without prior written consent of the RSA.

All information in these documents or obtained while on RSA property may not be disclosed to any other parties in any form or manner.

#### **14.0 Termination of Contract**

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent of any default on the part of the contractor by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to the Retirement Systems' satisfaction, or fails to perform any obligation imposed by any provision of this Agreement.

#### **15.0 Bond Requirements**

##### **Bid Guarantee**

A bid guarantee payable to the Retirement Systems of Alabama, in the form of a cashier's check, other type bank-certified check, money order, or surety bond issued by a company authorized to do business in Alabama, **must be submitted with the bid** as a guarantee of good faith and firm bid for 90 days. The Guarantee shall be in the amount of **\$10,000** and must reference ITB 14-016. After an award is made, the bid guarantee will be returned. Personal or company checks are not acceptable.

## **Performance Guarantee**

Contractor will furnish within ten (10) state working days after notification of award, a performance security in the amount of 25% of the total contract bid amount as a guarantee to provide goods and services specified in the bid. It shall be made payable to the Retirement Systems of Alabama and can be a cashier's check, other type bank-certified check, money order, or surety bond issued by a company authorized to do business within Alabama. The performance guarantee must reference the bid number. The performance guarantee will be returned upon completion of the contract. Personal or company checks are not acceptable. **No contract can be signed or accepted without the Performance Bond.**

## **16.0 Facilities**

The following locations shall be included in the Security Guard Services:

- RSA Headquarter Building and Complex
- Tower Complex – Montgomery
- Alabama Center for Commerce Building and Complex
- Plaza Building and Complex
- Union Building and Complex
- Capitol Parking Deck
- Alabama Center for Postsecondary Education
- Criminal Justice Center and Complex
- Dexter Avenue Building
- Data Center @ Dexter Avenue Building
- Trustmark Building & Deck - Mobile
- Battle House Tower & Deck - Mobile
- RSA Van Antwerp Building - Mobile

## **17.0 Invoicing**

Each month the contractor shall submit a detailed invoice for services of the prior month. The invoice shall include the following by site and location:

- Guard name, post, hours of work by dates, supervisor coverage by date, time and site
- Compilation of hours by site and date for guards and supervisors

All invoices must be submitted within 30 days of completion of services. Invoices must match the daily shift logs and/or reports and are subject to approval by RSA and their Building Managers. Invoices must be submitted to:

ATTN: Heather Smith  
RSA Building Expense Fund  
PO Box 301250  
Montgomery, AL 36130-2150

## PROJECTED SCHEDULE OF GUARD HOURS

|                                   |                           |  | TOTAL HOURS 7 DAYS |
|-----------------------------------|---------------------------|--|--------------------|
| <b>RSA HQ BUILDING</b>            |                           |  |                    |
| LOBBY DESK                        | 8 AM TO 5 PM MON-FRI      |  | 45                 |
| INTERIOR PATROL                   | 5 PM TO 8 AM MON-FRI      |  | 60                 |
| INTERIOR PATROL                   | 5 PM FRI TO 8 AM MON      |  | 63                 |
| EXTERIOR PATROL                   | 3 PM TO 9 AM MON-FRI      |  | 72                 |
| EXTERIOR PATROL                   | 3 PM FRI TO 9 AM MON      |  | 66                 |
| <b>TOWER COMPLEX – MONTGOMERY</b> |                           |  |                    |
| LOBBY DESK                        | 6 AM TO 10 PM MON-FRI     |  | 80                 |
| INTERIOR PATROL                   | 10 PM FRI TO 6 AM MON     |  | 56                 |
| INTERIOR PATROL                   | 10 PM TO 6 AM MON-FRI     |  | 32                 |
| EXTERIOR PATROL                   | 4 PM TO 10 AM MON-FRI     |  | 72                 |
| EXTERIOR PATROL                   | 4 PM FRI TO 10 AM MON     |  | 66                 |
| PARKING GARAGE                    | 3 PM TO MIDNIGHT TUES-SAT |  | 45                 |
| <b>CENTER FOR COMMERCE</b>        |                           |  |                    |
| LOBBY DESK                        | 7 AM TO 5 PM MON-FRI      |  | 50                 |
| INTERIOR/EXTERIOR                 | 5 PM TO 7 AM MON-FRI      |  | 56                 |
| INTERIOR/EXTERIOR                 | 5 PM FRI TO 7 AM MON      |  | 62                 |
| <b>PLAZA BUILDING</b>             |                           |  |                    |
| LOBBY DESK                        | 8 AM TO 5 PM MON-FRI      |  | 45                 |
| INTERIOR/EXTERIOR                 | 5 PM TO 8 AM MON-FRI      |  | 60                 |
| INTERIOR/EXTERIOR                 | 5 PM FRI TO 8 AM MON      |  | 63                 |
| <b>UNION BUILDING</b>             |                           |  |                    |
| LOBBY DESK                        | 6 AM TO 5 PM MON-FRI      |  | 55                 |
| INTERIOR/EXTERIOR                 | 5 PM TO 6 AM MON-FRI      |  | 52                 |
| INTERIOR/EXTERIOR                 | 5 PM FRI TO 6 AM MON      |  | 61                 |
| <b>CAPITOL PARKING DECK</b>       |                           |  |                    |
| DECK                              | 4 PM TO 9 AM MON-FRI      |  | 68                 |
| DECK                              | 4 PM FRI – 9 AM MON       |  | 65                 |

**ALABAMA CENTER FOR POSTSECONDARY EDUCATION\***

|                 |                      |    |
|-----------------|----------------------|----|
| LOBBY DESK      | 7 AM TO 5 PM MON-FRI | 50 |
| INTERIOR PATROL | 5 PM TO 7 AM MON-FRI | 62 |
| INTERIOR PATROL | 5 PM FRI TO 7 AM MON | 53 |

**CRIMINAL JUSTICE CENTER**

|                   |                      |    |
|-------------------|----------------------|----|
| INTERIOR/EXTERIOR | 4 PM TO 8 AM MON-FRI | 64 |
| INTERIOR/EXTERIOR | 4 PM FRI TO 8 AM MON | 64 |

**DEXTER AVENUE BUILDING**

|            |                      |    |
|------------|----------------------|----|
| LOBBY DESK | 8 AM TO 5 PM MON-FRI | 45 |
| INTERIOR   | 5 PM TO 8 AM MON-FRI | 60 |
| INTERIOR   | 5 PM FRI TO 8 AM MON | 63 |
| EXTERIOR   | 3 PM TO 9 AM MON-FRI | 72 |
| EXTERIOR   | 3 PM FRI TO 9 AM MON | 66 |

**DATA CENTER @ DEXTER**

|                         |                            |    |
|-------------------------|----------------------------|----|
| FLOOR PATROL            | 4:30 PM FRI TO 8:30 AM MON | 64 |
| FLOOR PATROL            | 4:30 PM TO 8:30 AM MON-FRI | 64 |
| FLOOR PATROL – HOLIDAYS | 24 HOURS DAILY             |    |

**TRUSTMARK BUILDING & DECK**

|                       |                        |     |
|-----------------------|------------------------|-----|
| LOBBY DESK/INTERIOR   | SUN TO SAT 24-HOUR     | 168 |
| PARKING DECK/EXTERIOR | 3 PM TO 9 AM MON - FRI | 90  |
| PARKING DECK/EXTERIOR | 3 PM FRI TO 9 AM MON   | 48  |

**BATTLE HOUSE TOWER & DECK**

|                        |                        |     |
|------------------------|------------------------|-----|
| LOBBY DESK             | SUN TO SAT 24-HOUR     | 168 |
| LOBBY DESK             | 8 AM TO 5 PM MON - FRI | 45  |
| WATER St. LOBBY DESK   | 8 AM TO 5 PM MON - FRI | 45  |
| BLDG INTERIOR/EXTERIOR | 6 PM TO 6 AM MON - FRI | 48  |
| BLDG INTERIOR/EXTERIOR | 6 PM FRI TO 6 AM MON   | 60  |
| DECK EXTERIOR          | 3 PM TO 9 AM MON - FRI | 90  |
| DECK EXTERIOR          | 3 PM FRI TO 9 AM MON   | 48  |

**RSA Van Antwerp Building**

|                 |                        |    |
|-----------------|------------------------|----|
| LOBBY DESK      | 7 AM TO 5 PM           | 50 |
| INTERIOR PATROL | 5 PM TO 7 AM MON – FRI | 62 |
| INTERIOR PATROL | 5 PM FRI TO 7 AM MON   | 53 |

## MANDATORY VERIFICATION OF FACILITIES INSPECTION

ITB 14-016

RSA HQ Building  
Willie Arrington, Manager  
201 S. Union Street

\_\_\_\_\_  
Signature

Plaza Building  
Lee Criswell, Manager  
100 N. Union Street

\_\_\_\_\_  
Signature

Union Building  
Bill McCoy, Manager  
100 N. Union Street

\_\_\_\_\_  
Signature

Alabama Center for Commerce  
Steven Majors, Manager  
400 Adams Avenue

\_\_\_\_\_  
Signature

Tower Complex  
Willie Wright, Manager  
201 Monroe Street

\_\_\_\_\_  
Signature

AL Center for Postsecondary Education  
Lee Criswell, Manager  
135 S. Union Street

\_\_\_\_\_  
Signature

Criminal Justice Center  
Billy Coleman, Manager  
301 S. Ripley Street

\_\_\_\_\_  
Signature

Capitol Parking Deck  
Brent Speer, Manager  
501 Monroe Street

\_\_\_\_\_  
Signature

Dexter Avenue Building & Data Center  
Brent Speer, Manager  
445 Dexter Avenue

\_\_\_\_\_  
Signature

Trustmark Building & Deck  
Marvin Mitchell, Manager  
107 St. Francis Street, Mobile

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Signature

Battle House Tower & Deck  
Lee McDonald, Manager  
11 N. Water Street, Mobile

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Signature

RSA Van Antwerp Building  
Lee McDonald, Manager  
103 Dauphin Street, Mobile

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Signature



**SCHEDULE "A"**  
**ITB 14-016**  
**GUARD SERVICE PRICE SHEET**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_  
Company Name

CONTACT: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**The price quoted will remain in effect for the entire Agreement period.**

**HOURLY RATE PER GUARD SUPERVISOR**      \$ \_\_\_\_\_  
**With Minimum Qualifications under section 6.0**

For bid evaluation purposes, computations are based on an estimated **336 hours per week** for both the Montgomery and Mobile locations.

**HOURLY RATE PER GUARD**      \$ \_\_\_\_\_

**HOURLY RATE PER GUARD**  
**FOR SPECIAL EVENTS**      \$ \_\_\_\_\_

For bid evaluation purposes, computations are based on an estimated total of **2,996 hours per week** for all facilities as outlined in the Schedule of Guard Hours.

**The total cost quoted above should include all costs associated with the Performance Specifications stated herein.**

The number of special event hours is not known at this time. The hourly rate for special events will be applicable when such events are necessary.

**SCHEDULE "B"**  
**ITB 14-016**  
**ALTERNATE GUARD SERVICE PRICE SHEET**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_  
Company Name

CONTACT: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**The price quoted will remain in effect for the entire Agreement period.**

**HOURLY RATE PER GUARD SUPERVISOR** \$ \_\_\_\_\_  
**Alternate Qualifications under Section 6.0A**

For bid evaluation purposes, computations are based on an estimated **336 hours per week** for both the Montgomery and Mobile locations.

**HOURLY RATE PER GUARD** \$ \_\_\_\_\_

**HOURLY RATE PER GUARD  
FOR SPECIAL EVENTS** \$ \_\_\_\_\_

For bid evaluation purposes, computations are based on an estimated total of **2,996 hours per week** for all facilities as outlined in the Schedule of Guard Hours.

**The total cost quoted above should include all costs associated with the Performance Specifications stated herein.**

The number of special event hours is not known at this time. The hourly rate for special events will be applicable when such events are necessary.

## ATTACHMENT "A"

### COMPLAINT / INCIDENT REPORT

[illegible]

**ATTACHMENT "B"**  
**RETIREMENT SYSTEMS OF ALABAMA**

**COMPANY QUESTIONNAIRE**

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_

YEAR ESTABLISHED: \_\_\_\_\_

**PRINCIPLE OFFICERS**

PRESIDENT: \_\_\_\_\_

VICE PRESIDENT: \_\_\_\_\_

TREASURER: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

**STAFFING**

NUMBER OF FULL TIME GUARDS: \_\_\_\_\_

NUMBER OF PART TIME GUARDS: \_\_\_\_\_

SUPERVISOR STAFF: \_\_\_\_\_

ADMINISTRATIVE STAFF: \_\_\_\_\_

**NUMBER OF PATROL MOTOR VEHICLES** (provide make, model & year)

TOTAL NUMBER OF VEHICLES: \_\_\_\_\_

| <b>Make</b> | <b>Model</b> | <b>Year</b> |
|-------------|--------------|-------------|
| _____       | _____        | _____       |
| _____       | _____        | _____       |
| _____       | _____        | _____       |
| _____       | _____        | _____       |

## PRINCIPLE OFFICERS INFORMATION

(ALL CORPORATE OFFICERS AND OWNERS MUST BE LISTED)

PRESIDENT: \_\_\_\_\_  
Social Security: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

VICE PRESIDENT: \_\_\_\_\_  
Social Security: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

TREASURER: \_\_\_\_\_  
Social Security: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

SECRETARY: \_\_\_\_\_  
Social Security: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

We the Corporate Officers for \_\_\_\_\_ do hereby consent and authorize the Retirement Systems of Alabama, or their agent(s), to conduct a background check. The background check will be limited primarily to a criminal and civil investigation of all available public records.

President: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Vice President: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Secretary: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**Submit with your BID a copy of your last three (3) fiscal year financial statements.**

## COMPANY LITIGATION HISTORY

Please list any and all litigation currently pending or that has occurred during the last five years.

**Date:** \_\_\_\_\_ **Defendant** \_\_\_\_\_ **Plaintiff** \_\_\_\_\_

**Jurisdiction:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Nature of Action:**

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**Disposition:**

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**Date:** \_\_\_\_\_ **Defendant** \_\_\_\_\_ **Plaintiff** \_\_\_\_\_

**Jurisdiction:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Nature of Action:**

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**Disposition:**

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Attach additional pages if necessary.

## COMPANY REFERENCES

**LIST AT LEAST SIX REFERENCES OF SIMILAR SIZE AND SCOPE TO RSA PROPERTIES.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_

Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_

Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_

Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_  
Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_  
Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_  
Number of Guards on Project: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Date: \_\_\_\_\_ Completion: \_\_\_\_\_  
Number of Guards on Project: \_\_\_\_\_



## ATTACHMENT "C"

State of \_\_\_\_\_

County of \_\_\_\_\_

### CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: \_\_\_\_\_

RE: Contract/Grant/Incentive (*describe by number or subject*):

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of the entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

"Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**ATTACHMENT "D"**  
**State of Alabama**  
**Disclosure Statement**  
(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

| State Agency/Department | Type of Goods/Services | Amount Received |
|-------------------------|------------------------|-----------------|
|                         |                        |                 |
|                         |                        |                 |
|                         |                        |                 |

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

| State Agency/Department | Date Grant Awarded | Amount of Grant |
|-------------------------|--------------------|-----------------|
|                         |                    |                 |
|                         |                    |                 |
|                         |                    |                 |

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| Name of Public Official/Employee | Address | State Department/Agency |
|----------------------------------|---------|-------------------------|
|                                  |         |                         |
|                                  |         |                         |
|                                  |         |                         |

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| Name of<br>Family member | Address | Name of Public Official/<br>Public Employee | State Department/<br>Agency Where Employed |
|--------------------------|---------|---|--|
|                          |         |   |  |
|                          |         |   |  |
|                          |         |   |  |

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

|  |
|--|
|  |
|  |
|  |

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

|  |
|--|
|  |
|  |
|  |

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

| Name of Paid Consultant/Lobbyist | Address |
|----------------------------------|---------|
|                                  |         |
|                                  |         |
|                                  |         |

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

|           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

|                    |      |                     |
|--------------------|------|---------------------|
| Notary's Signature | Date | Date Notary Expires |
|--------------------|------|---------------------|

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

## **ATTACHMENT "E"**

### **AGREEMENT FOR SECURITY GUARD SERVICES AT RETIREMENT SYSTEMS OF ALABAMA**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between \_\_\_\_\_ hereafter referred to as "Contractor", and the Teachers' Retirement of Alabama and the Employees' Retirement Systems of Alabama, hereafter referred to collectively as the "Retirement Systems of Alabama" or "RSA", for security guard services at Retirement Systems of Alabama facilities listed on Page 26 of **Invitation to Bid #14-016**, and in accordance with all specifications, terms and conditions contained therein.

#### **AGREEMENT PERIOD**

The initial term of the Agreement shall be from \_\_\_\_\_, **2014 through \_\_\_\_\_ 2015**. Up to four additional (12) month agreement periods may be entered into under the same specifications, terms and conditions if proposed in writing by RSA and accepted in writing by Contractor. In the event that RSA elects to renew the Agreement for an additional twelve (12) month period, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the Contractor will accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice. Contractor agrees that the Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve month term.

## **GENERAL CONDITIONS**

The Contractor agrees to perform all services specified in **Invitation to Bid #14-016**, and any and all addenda to **Invitation to Bid #14-016**, for the prices quoted by Contractor in Schedule "A".

## **E-VERIFY**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **CONTRACTOR STATUS**

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

## **APPLICABLE LAW**

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state,

and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal Government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to filing of a claim with the Board of Adjustments for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

## **FORCE MAJEURE**

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other

causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

## **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

## **SUCCESSORS AND ASSIGNS**

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title,

interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

## **INSURANCE**

The Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain through companies or agencies acceptable to the Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to the Retirement Systems of Alabama, as will protect the contractor and the Retirement Systems of Alabama from claims under workers' compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof, which may arise in or resulting from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of the Agreement. Such insurance shall name Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage, including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonable necessary to afford protection from such claims but with minimum limits as to both bodily injury and property damage of not less than **\$15,000,000.00** general liability alone, or together with an excess liability umbrella. No provision or provisions of the Agreement shall limit or restrict any liabilities assumed by the Contractor and stated on this Agreement. The Contractor shall, prior to commencing any services, submit to Retirement Systems of Alabama a certificate(s) of insurance indicating such insurance to be in force and effect. No insurance required by this Agreement shall be canceled



without thirty (30) calendar days prior written notice to Retirement Systems of Alabama.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, and suits jointly against the Contractor and Retirement Systems of Alabama against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under worker's compensation acts, disability benefits acts or other employee benefit acts.

## **PERMITS, LICENSES AND FEES**

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the services. All cost therefore shall be deemed to be included in the prices listed in **Schedule "A"** of Invitation to Bid #14-016.

## **TERMINATION**

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the Contractor, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of termination. Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

## **DISCLOSURE OF INFORMATION**

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary

information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

## **BILLING**

Each month the contractor shall submit a detailed invoice for services of the prior month. Invoice shall include the following by Site and Location:

- Guard name, post, hours of work by dates, Supervisor coverage by date, time and site
- Compilation of hours by site and date for guards and supervisors.
- Submitted within 30 days of services completion date.
- All invoices must match the daily shift logs and or reports.
- All invoices are subject to approval by RSA and their building managers.

Invoices must be submitted to:

ATTN: Heather Smith  
RSA Building Expense Fund  
P O Box 302150  
Montgomery, Alabama 36130-2150

**AGREEMENT FOR SECURITY GUARD SERVICES**

**FOR RETIREMENT SYSTEMS OF ALABAMA**

**BY:** \_\_\_\_\_

David G. Bronner

**TITLE:**      **Chief Executive Officer**

**DATE:** \_\_\_\_\_

**REVIEWED BY:** \_\_\_\_\_

Legal Counsel

**FOR CONTRACTOR**

**COMPANY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_